



DELAWARE HEALTH  
AND SOCIAL SERVICES

DIVISION OF MANAGEMENT  
SERVICES

1901 N. DuPont Highway  
New Castle, DE 19720

**REQUEST FOR PROPOSAL NO. PSCO-845**

**FOR**

**TRAINING DEVELOPMENT**

**FOR**

**THE DIVISION OF PUBLIC HEALTH  
DELAWARE HEALTH AND SOCIAL SERVICES  
417 FEDERAL STREET  
JESSE COOPER BUILDING  
DOVER, DE 19901**

Deposit	Waived
Performance Bond	Waived

**Date Due: February 2, 2009  
11:00 A.M. LOCAL TIME**

A mandatory pre-bid meeting will be held on **January 5, 2009 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, First Floor Conference Room #198, 1901 North DuPont Highway, New Castle, DE 19720. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

## REQUEST FOR PROPOSAL #PSCO-845

**Bids for Training Development** for the Division of Public Health, Delaware Health and Social Services, 417 Federal Street, Jesse Cooper Building, Dover, DE 19901 will be **received** by the Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until **11:00 a.m. local time February 2, 2009**. At which time the proposals will be opened and read.

A **mandatory pre-bid meeting** will be held on **January 5, 2009 at 10:00 a.m.** at Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, 1901 North DuPont Highway, South Loop, First Floor Conference Room #198, New Castle, DE 19720. For further information, please contact Nicole Quinn at (302) 223-1720.

In the event that state offices are closed on the day of the pre-bid meeting due to a State of Emergency declared by the Governor of Delaware, the pre-bid meeting will be cancelled or postponed. The status of the pre-bid meeting will be posted to the RFP website as soon as possible at [www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm). If the pre-bid meeting is cancelled, written questions will be accepted, in lieu of the pre-bid meeting, in accordance with the instructions presented in Section VI. D. of this document. If the pre-bid meeting is postponed, the new date and time will be posted to the RFP website.

All RFP-PSCOs can be obtained online at [www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm](http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm). A brief "Letter of Interest" must be submitted with your proposal. Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

**NOTE TO VENDORS:** Your proposal must include the forms in Appendices A, B, C and D signed and all information on the forms complete. **"All Bidders Who Wish To Bid On This Proposal Must Be Present, On Time, At The Mandatory Pre-Bid Meeting. No Proposals Will Be Accepted From Bidders Who Either Did Not Attend The Mandatory Pre-Bid Meeting Or Who Are More Than Fifteen (15) Minutes Late."**

### NOTIFICATION TO BIDDERS

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."

There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, South Loop, 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for the request.

If you do not intend to submit a bid you are asked to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

**IMPORTANT: ALL PROPOSALS MUST HAVE OUR RFP NUMBER (PSC845) ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.**

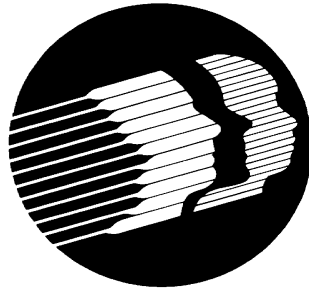
**FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:**

SANDRA SKELLEY  
DELAWARE HEALTH AND SOCIAL SERVICES  
PROCUREMENT BRANCH  
MAIN BLD-2<sup>ND</sup> FLOOR –ROOM #259  
1901 NORTH DUPONT HIGHWAY  
HERMAN M. HOLLOWAY SR. HEALTH AND  
SOCIAL SERVICES CAMPUS  
NEW CASTLE, DELAWARE 19720  
PHONE: (302) 255-9290

**IMPORTANT: DELIVERY INSTRUCTIONS**

**IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.**

**The issuance of this Request for Proposals (RFP) neither commits the Delaware Department of Health and Social Services, Division of Public Health, to award a contract, to pay any costs incurred in the preparation of a proposal or subsequent negotiations, nor to procure or contract for the proposed services. The Division reserves the right to reject or accept any or all proposals or portion thereof, to cancel in part or in its entirety this Request for Proposals, or to delay implementation of any contract which may result, as may be necessary to meet the Department's funding limitations and processing constraints. The Department and Division reserve the right to terminate any contractual agreement without prior notice in the event that the State determines that State or Federal funds are no longer available to continue the contract.**



State of Delaware

Department of Health and Social Services

Division of Public Health

Public Health Preparedness Section

**Request for Proposals for  
Training Development**

REQUEST FOR PROPOSAL FOR TRAINING DEVELOPMENT  
FOR  
DELAWARE DIVISION OF PUBLIC HEALTH

**Availability of Funds**

Funds are available for the selected vendor to provide services in the area of Training Development. Contract renewal is possible for up to two additional years contingent on funding availability and task performance.

**Pre-Bid Meeting**

A pre-bid meeting will be required. The meeting will be **January 5, 2009 at 10:00am** at the following location.

Delaware Health and Social Services  
Herman Holloway, Sr. Social Services Campus  
Main Administration Building, 1<sup>st</sup> Floor, Room 198  
1901 N. Dupont Highway, New Castle, DE 19720

All bidders who wish to bid on this proposal must be present on time at the **mandatory pre-bid meeting**. No proposals will be accepted from agencies that either did not attend the mandatory Pre-Bid Meeting or who are MORE than 15 minutes late. Bidders may ask clarifying questions regarding this request for proposal at the pre bid meeting. Responses to questions posed at the pre-bid meeting will be distributed to bidders attending the pre-bid meeting.

**Further Information**

Inquiries regarding this RFP should be addressed to:

Nicole Quinn  
Public Health Preparedness  
Delaware Division of Public Health  
100 Sunnyside Road  
Smyrna, DE 19977  
State Mail Code N470  
nicole.quinn@state.de.us  
(302)223-1724 Fax

### **Restrictions on Communications with State Staff**

From the issue date of this RFP until a contractor is selected and the selection is announced, bidders are NOT allowed to contact any Division of Public Health staff, except those specified in this RFP, regarding this procurement. Contact between contractors and Nicole Quinn is restricted to emailed or faxed questions concerning this proposal. Questions must be submitted in writing and will be addressed in writing.

Questions are due by December 30, 2008 and will be addressed at the pre-bid meeting. The complete list of questions and their answers will be released via e-mail or fax to the vendors that attended the pre-bid meeting. The complete list of questions and their answers will also be posted on the internet at <http://www.dhss.delaware.gov/dhss/rfp/dhssrfp.htm>

**REQUEST FOR PROPOSALS FOR TRAINING DEVELOPMENT  
FOR  
THE DELAWARE DIVISION OF PUBLIC HEALTH,  
PUBLIC HEALTH PREPAREDNESS SECTION**

**I. BACKGROUND**

The mission of the Division of Public Health is to protect and enhance the health of the people of Delaware. The Division accomplishes its mission by:

- 1) working together with others;
- 2) addressing issues that affect the health of Delawareans;
- 3) keeping track of the State's health;
- 4) promoting positive lifestyles;
- 5) promoting the availability of health services.

The accomplishment of this mission will facilitate the Division in realizing its vision of creating an environment in which people in Delaware can reach their full potential for a healthy life.

**II. OVERVIEW**

The Delaware Division of Public Health's ("DPH") Public Health Preparedness Section ("PHPS") seeks proposals for Training Curriculum Development. This request for proposals ("RFP") for professional services is issued pursuant to 29 Del. C. §§6981 and 6982.

The proposal schedule of events subject to the RFP is outlined below:

Public Notice	December 8, 2008
Bidders' Written Questions Due	December 30, 2008
Mandatory Pre-bid meeting	January 5, 2009 10:00am
Responses by DPH to Questions	January 12, 2009
Deadline for receipt of Proposals	February 2, 2009 11:00am
Vendor Selection (tentative)	February 10, 2009

The proposals must conform to the requirements of the Proposal Procedure and the Required Information Sections of the RFP. A proposal may be rejected if it is incomplete, conditional,



or fails to include a material term or component of the RFP. Failure to respond to any section of the RFP in a material way or to follow the format of the RFP may result in disqualification of a bidder. This determination to reject a proposal will be at the sole discretion of the DPH RFP Committee.

### **III. COVER LETTER**

Each proposal must be accompanied by a cover letter that briefly summarizes the proposing firm's interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP that the applicant may have taken in presenting the proposal. Furthermore, the transmittal letter must attest to the fact that no activity related to this proposal contract will take place outside of the United States. DPH reserves the right to deny any and all exceptions taken to the RFP requirements.

### **IV. SCOPE OF SERVICES**

#### **1) Development Process**

- A) Contractor will be given access to plans and any other materials necessary for development.
- B) Contractor will have a pre-development meeting arranged by PHPS staff to provide guidance to the developer on objectives.
- C) Contractor shall maintain contact with PHPS staff to clarify problem areas.
- D) PHPS staff must review final draft to ensure that objectives were met and content is correct. Training can then be finalized.
- E) Contractor will facilitate a pilot course of finalized training. Contractor will update training based on feedback. PHPS staff will arrange logistics for the course.
- F) Contractor should determine if additional training items need to be purchased for activities and make a recommendation per training developed in the pre-development phase. If PHPS staff determine that items cannot be purchased, contractor will not incorporate utilization of item into the training.
- G) Note that training objectives outlined below are only suggestions and are meant to serve as a guide for discussion.

#### **2) Deliverables for Trainings:**

- A) Courses shall be developed in units that are modular. Instructor may choose to facilitate certain units without needing to administer them all. Allows flexibility based on student needs.

- B) **Course Overview** – This detailed description of the training would include an outline of what will be covered in the program (Units and such), what is necessary to teach the course, and a step by step time allocation per section. A summation of the course to include course objectives, time requirements, and other logistical needs to conduct the course successfully. Designed for the instructor. Minimum and maximum attendance requirements, training facility necessary.
- C) **Instructor’s Manual** – This manual would be designed for the instructor of the course. It would provide guidance for the instructor, and include all information in the student’s manual and any other information found necessary. It should include a snapshot of the powerpoints with notes and be in black and white.
- D) **Student’s Manual** – This manual would be designed for the students taking the course. It will provide content and resources for activities and be in black and white
- E) **Powerpoint Presentation** – The presentation should include graphics and talking points. Must be prepared in an electronic format.
- F) **Resource CD** – This CD will include all of the above information, as well as any graphics or videos needed for the course.
- G) **Note that PHPS will need to review the material before it is finalized.**

### 3) **Types of Training**

#### A) **Awareness (AWR) Level Training**

AWR Training is the first level of training offered on a plan. The goal is to provide a broad overview of the plan and is designed for all audiences. It answers the questions of “who, what, where, when, and why.” This training only discusses the major concepts and does not delve into the details of the plan.

#### B) **Operations (Ops) Level Training**

Ops Training is a more detailed review of the plan and is designed for those audiences that have a stake in the plan. It describes the process of which the plan is conveying. It also describes roles and responsibilities within the process.

#### C) **Technical (Tech) Level Training**

Technical Training is a specific training offered to a person or group of people that must perform a specific job to support a plan’s operations. This type of training is of no interest to all plan stakeholders, but only to those that must perform a specific function.

#### D) **Just-in-Time Training (JITT)**

JITT is provided to a person or group of people at the time of the event when the person must complete the job assigned. Training is not provided in a classroom

setting but is rather a short briefing on job responsibilities, which is usually conveyed through a job action sheet (JAS).

#### 4) **Styles of Training**

- A) **Lecture** – Defined as classroom-based training and involves classroom-based activities.
- B) **Hands-On** – Defined as exercise-based learning that may involve the incorporation of complex processing or setting up of equipment.

#### 5) **Programs**

Contractor shall develop a learning plan detailing very specific courses for each of the State Health Operations Center positions in the Incident Command System. The contractor shall determine which courses need development and which courses can be delivered through another organization. For example, it may be determined that Warehouse Personnel need forklift training, which does not have to be developed but can be delivered by an appropriate organization that specializes in such. Or Cardio Pulmonary Resuscitation (CPR) training that can be delivered by the American Red Cross.

The contractor shall develop additional courses, as a part of this package, for any additional courses that are identified in support of the learning plan, that are not included in the specific scope of trainings listed in this document.

The contractor shall develop the following trainings as was determined by an internal product in May 2008. Objectives may change based on the outcome of the pre-development meeting.

##### A) **Program:** Neighborhood Emergency Help Center (NEHC)

##### i) **Training Title:** NEHC Operations Training

- (a) **Summary:** This training deals specifically with the operations behind a working Neighborhood Emergency Help Center. It would provide all training necessary to operate a fully functional NEHC, including management positions. Training should be a mixture of lecture and hands-on learning.
- (b) **Target Discipline:** Law Enforcement, Emergency Medical Services, the Emergency Management Agency, Public Works, Healthcare, and Public Health.
- (c) **Classification:** Public

(d) **Objectives:**

1. Concept of Operations
  - i. Understand NEHC process
  - ii. Agency responsibilities
  - iii. Set up NEHC
  - iv. Demobilization
  - v. Records
2. NEHC command and section responsibilities
3. Agency responsibilities
4. Staffing guidelines
5. Trainees will set up, process clients, and demobilize NEHC

**B) Program:** Acute Care Center (ACC)

i) **Training Title:** ACC Operations Training

(a) **Summary:** This training deals specifically with the operations behind a working Acute Care Center. It would provide all training necessary to operate a fully functional ACC, including management positions. Training should be a mixture of lecture and hands-on learning.

(b) **Target Discipline:** Law Enforcement, Emergency Medical Services, the Emergency Management Agency, Public Works, Healthcare, and Public Health.

(c) **Classification:** Public

(d) **Objectives:**

1. Concept of Operations
  - i. Understand ACC process
  - ii. Agency responsibilities
  - iii. Set up ACC
  - iv. Demobilization
  - v. Records
2. ACC command and section responsibilities
3. Agency responsibilities
4. Staffing guidelines
5. Situational Ethics
6. Trainees will set up, process clients, and demobilize ACC

**C) Program:** CHEMPACK

i) **Training Title:** CHEMPACK Awareness Training

(a) **Summary:** During an emergency situation, stored medical supplies could be needed. This training would give a general awareness of the

CHEMPACK program and how to contact the appropriate people to ensure the supplies get where they needed. Training should be lecture based and hands-on.

(b) **Target Discipline:** This training would primarily be for first responders, Law Enforcement, 911 dispatchers, hospitals, fire service, and Emergency Medical Services.

(c) **Classification:** For Official Use Only / Classified

(d) **Objectives:**

1. Understanding of the CHEMPACK Program
2. Types of chemical warfare agents
3. Signs and symptoms of mild, moderate and severe nerve agent poisoning
4. Products in the CHEMPACK container
5. What each product in the container is used for
6. Responsibilities of a CHEMPACK cache location
7. Basic use and dosing of Mark kit 1, CANA Artopen auto-injector devices

D) **Program:** Delaware Medical Reserve Corp (DMRC)

i) **Training Title:** Medical Reserve Corps Awareness Training

(a) **Summary:** The Delaware Medical Reserve Corp is a volunteer organization that provides medical care and administrative support in emergency situations. This training would provide high level awareness on the Medical Reserve Corp and its functions. This training would also focus on recruiting volunteers for the Medical Reserve Corp. Training is lecture-based.

(b) **Target Discipline:** Intended for any discipline.

(c) **Classification:** Public

(d) **Objectives:**

1. Purpose of MRC and how to sign up
2. General understanding of MRC
3. Types of volunteers (recruitment)
4. Oversight and management
5. Volunteer assignments
6. Credentialing and privileging
7. Notification and activation
8. Mobilization
9. Staging area

- 10. Equipment
- 11. Demobilization

E) **Program:** Containment Measures

i) **Training Title:** Containment Measures Operations Training

- (a) **Summary:** Some diseases require different measures to aid others from falling victim to it. This training would focus on different diseases and the measures to contain each one specifically. Lecture.
- (b) **Target Discipline:** Law Enforcement, Emergency Medical Services, the Emergency Management Agency, Hazardous Material, Public Safety Communications, Healthcare, and Public Health.
- (c) **Classification:** Public
- (d) **Objectives:**
  - 1. Concept of Operations
    - i. Command and control
    - ii. Health and risk communications
    - iii. The role of the call center
    - iv. Mass medical care
    - v. Containment measures
  - 2. Pharmaceutical Containment measures
  - 3. Non-pharmaceutical intervention containment measures
    - i. Infection control
    - ii. Social distancing
    - iii. Isolation and quarantine
    - iv. Community based quarantine
    - v. Disease specific containment measures
  - 4. Surveillance
  - 5. Agency roles and responsibilities
  - 6. How to issue a isolation and quarantine order

F) **Program:** Emergency Dialysis

i) **Training Title:** Emergency Dialysis Operations Training

- (a) **Summary:** This training would deal specifically with aiding dialysis patients during an emergency situation. The main objectives of this training would involve the education of how to care for and properly evacuate a dialysis patient if an emergency situation made it too difficult for the patient to stay where they were. Lecture.

(b) **Target Discipline:** Emergency Medical Services, Delaware National Guard

(c) **Classification:** Public

(d) **Objectives:**

1. Activation of plan
2. Notification to dialysis centers
3. Transportation of patients

G) **Program:** Investigative Response Task Force (IRT)

i) **Training Title:** Investigative Response Task Force Awareness Training

(a) **Summary:** The main purpose of this training would be to educate personnel on the IRT program and the IRT response to and investigation of symptomatic individuals or exposures as a result of a potential terrorist released Chemical, Biological or Radiological (CBR) agent or individual cases of naturally occurring diseases of urgent public health importance and outbreaks of disease. Lecture.

(b) **Target Discipline:** Emergency Medical Services, the Emergency Management Agency, and Public Health.

(c) **Classification:** For Official Use Only

(d) **Objectives:**

1. Situations/conditions warranting IRT activation
2. Initial notification/activation
3. Deployment
4. IRT process
5. Equipment/supply cache
6. Training does not go heavy into IRT process, as this is primarily epidemiological and does not include technical training.

H) **Program:** Medical Needs Shelter (MNS)

i) **Training Title:** Medical Needs Shelter Operational Training

(a) **Summary:** This training deals specifically with the functions behind a working Medical Needs Shelter. It would provide all training necessary to operate a fully functional MNS including the setting up of an MNS. Lecture and hands-on.

(b) **Target Discipline:** Law Enforcement, Emergency Medical Services, the Emergency Management Agency, Public Works, Healthcare, National Guard, and Public Health.

(c) **Classification:** Public

(d) **Objectives:**

1. Oversight and management
2. Patient capacity
3. Operation
4. Facilities and set up
5. Support services
6. Activation
7. Case definition of typical MNS client

I) **Program:** Planning Process

i) **Training Title:** Planning Process Technical Training

(a) **Summary:** The Planning “P” illustrates the process and steps involved in planning for an incident, from the onset of the incident through each successive operations period. This training would focus on the operations of the process as well as the logistics behind incident management. Hands-on.

(b) **Target Discipline:** Intended for SHOC leadership

(c) **Classification:** Public

(d) **Objectives:**

1. Define Operational Periods and Steps
2. Responsibilities
3. Required Forms/Documentation
4. Incident objectives
5. Completion of the IAP
6. Meetings
7. Activation
8. Oversight and management
9. Operation
10. Facilities and set up
11. Support services

J) **Program:** State Health Operations Center (SHOC) Call Center

i) **Training Title:** SHOC Call Center Operations Training



- (a) **Summary:** This training deals specifically with the operations behind a working State Health Operations Center Call Center. It would provide all training necessary to operate a fully functional SHOC Call Center, including setting up and management positions. Hands-on.
- (b) **Target Discipline:** SHOC call center personnel
- (c) **Classification:** For Official Use Only
- (d) **Objectives:**
  - 1. Concept of operations
    - i. Oversight and management
    - ii. Set up
    - iii. Call processing
    - iv. Answering format
  - 2. Agencies and responsibilities
  - 3. Staffing guidelines and responsibilities

**K) Program:** Security Training

i) **Training Title:** Security Awareness Training

- (a) **Summary:** This training would provide high-level awareness on the type of security for various locations during an emergency situation. This brings in many different plans, as security is involved in ACCs, NEHCs, SNSs, and other such locations and situations. Lecture.
- (b) **Target Discipline:** Law Enforcement
- (c) **Classification:** For Official Use Only
- (d) **Objectives:**
  - 1. Security requirements for a NEHC
  - 2. Security requirements for a MNS
  - 3. Security requirements for RSS
  - 4. Security requirements for an ACC
  - 5. Security Requirements for SHOC
  - 6. Security Requirements for IRT

**L) Program:** Strategic National Stockpile (SNS)

i) **Training Title:** SNS Specific Agency training for Roles and Responsibilities

- (a) **Summary:** this training would focus on specific agencies and their roles and responsibilities in terms of the Strategic National Stockpile. Lecture.

(b) **Target Discipline:** Law Enforcement, Emergency Medical Services, the Emergency Management Agency, Public Works, Healthcare, and Public Health.

(c) **Classification:** For Official Use Only

(d) **Objectives:**

1. Activation
2. Oversight and management
3. Operation
4. Agency roles and responsibilities
5. Support services

ii) **Training Title:** Receiving, Staging, and Storing (RSS) Operations Training

(a) **Summary:** This training deals specifically with the operations behind a working Receiving, Staging, and Storing Site (mainly for a Strategic National Stockpile). It would provide all training necessary to operate a fully functional RSS. Lecture and hands-on

(b) **Target Discipline:** Law Enforcement, Emergency Medical Services, the Emergency Management Agency, Public Works, Healthcare, and Public Health.

(c) **Classification:** For Official Use Only

(d) **Objectives:**

1. Activation
2. Oversight and management
3. Operation
4. Facilities and set up
5. Transportation
6. Support services

M) **Program:** Employee Preparedness

i) **Training Title:** Essential Worker Preparedness Awareness Training

(a) **Summary:** When a responder to an emergency is called up, they need to know what equipment they should have. This training helps employees understand the necessary kit needed in disaster situations. The purpose of this training is also to ensure that public health essential workers and their families have the right plan and equipment to be prepared for a disaster situation. Lecture.

(b) **Target Discipline:** Public Health

(c) **Classification:** Public

(d) **Objectives:**

1. How are essential employees activated
2. What do I need when I am activated
3. What do I do with my family and pets
4. Am I compensated
5. What are my hours
6. How will I be fed
7. Where do I sleep

## **V. SPECIAL TERMS AND CONDITIONS**

### **1) Length of Contract**

Contract term is six (5) months with the possibility of renewal for up to two additional years contingent on funding and additional needs to be addressed.

### **2) Subcontractors**

The use of subcontractors will be permitted for this project. If a subcontractor is going to be used, this needs to be specified in the proposal, with an identification of the proposed subcontractor, the service(s) to be provided, and its qualifications to provide such service(s). Subcontractors will be held to the same requirements as the primary contractor. The contract with the primary contractor will bind sub or co-contractors to the primary contractor by the terms, specifications, and standards of the RFP. All such terms, specifications, and standards shall preserve and protect the rights of the agency under the RFP and any subsequent proposals and contracts with respect to the services performed by the sub or co-contractor, so that the sub or co-contractor will not prejudice such rights. Nothing in the RFP shall create any contractual relation between any sub or co-contractor and the agency.

The proposed subcontractors must be approved by the Division of Public Health.

### **3) Funding Disclaimer Clause**

Delaware Health and Social Services reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet the Department's funding limitations and processing constraints. The Department reserves the right to terminate any contractual agreement upon fifteen (15) calendar days written notice in the event the state determines that state or federal funds are no longer available to continue said contractual agreement.

#### 4) **Reserved Rights**

Notwithstanding anything to the contrary, the Department reserves the right to:

- A) Reject any and all proposals received in response to this RFP;
- B) Select a proposal other than the one with the lowest cost;
- C) Waive or modify any information, irregularities, or inconsistencies in proposals received;
- D) Negotiate as to any aspect of the proposal with the bidder and negotiate with more than one bidder at a time;
- E) If negotiations fail to result in an agreement within two (2) weeks, the Department may terminate negotiations and select the most responsive bidder, prepare and release a new RFP, or take such other action as the Department may deem appropriate.

#### 5) **Termination Conditions**

The Department may terminate the contract resulting from this RFP at any time that the vendor fails to carry out its provisions or to make substantial progress under the terms specified in this RFP and the resulting proposal.

Prior to taking the appropriate action as described in the contract, the Department will provide the vendor with thirty (30) days notice of conditions endangering performance. If after such notice the vendor fails to remedy the conditions contained in the notice, the Department shall issue the vendor an order to stop work immediately and deliver all work and work in progress to the State. The Department shall be obligated only for those services rendered and accepted prior to the date of notice of termination.

- A) The Contract may be terminated in whole or part:
- B) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
- C) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services,
- D) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified.

#### 6) **Contractor Monitoring**

The contractor may be monitored on-site on a regular basis by representatives from the Division of Public Health. Failure of the contractor to resolve any problem(s) identified in the monitoring may be cause for termination of the contract.

7) **Payment:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

8) **Ownership of Materials**

Ownership of all data, databases, documentary material, and operating reports originated and prepared for PHPS shall belong solely and exclusively to DPH. The bidder will seek written permission to use any product created under the contract.

**VI. FORMAT AND CONTENT OF RESPONSE**

Proposals shall contain the following information, adhering to the order as shown:

1) **Bidder's Signature Form**

This form, found in the Appendix A, must be completed and signed by the bidder's authorized representative.

2) **Title Page**

The Title page shall include:

- A) the RFP subject;
- B) the name of the applicant;
- C) the applicant's full address;
- D) the applicant's telephone number;
- E) the name and title of the designated contact person; and
- F) bid opening date (**due date: February 2, 2009 11:00am**).

3) **Table of Contents**

The Table of Contents shall include a clear and complete identification of information presented by section and page number.

4) **Qualifications and Experience**

This section shall contain sufficient information to demonstrate experience and staff expertise to carry out the project. A statement must be included that the vendor either has or certifies he/she will secure a Delaware Business License prior to initiation of the

project. Attach articles of incorporation and IRS certification of tax exempt status if applicable.

The specific individuals who will work on this project must be identified, along with the nature and extent of their involvement. The qualifications of these individuals shall be presented (in resumes or other formats). If conducting this project will require hiring of one or more individuals who are not currently employed by the bidding organization, applications shall provide detailed job descriptions, including required qualifications and experience.

If subcontractors are to be used, the proposal shall also contain similar information regarding each subcontractor.

#### **5) Bidder References**

The names and phone numbers of at least three (3) organizations/agencies for whom the vendor carried out a similar project must be included. If no similar project has been conducted, others requiring comparable skills can be used.

Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid.

#### **6) Proposed Methodology and Work Plan**

This section shall describe in detail the approach that will be taken to carry out the activities described in the Scope of Services section of this RFP. Specific completion dates for the various tasks must be shown. The workplan shall outline specific objectives, activities and strategies, and resources.

#### **7) Statements of Compliance**

The bidder must include statements that the applicant agency complies with all Federal and Delaware laws and regulations pertaining to equal opportunity and affirmative action. In addition, compliance must be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in health care delivery and in the collection and reporting of data. (See Appendix C)

## 8) **Standard Contract**

Appendix E is a copy of the standard boilerplate contract for the State of Delaware, Delaware of Health and Social Services, Division of Public Health. This boilerplate will be the one used for any contract resulting from this Request for Proposal. If a bidder has an objection to any contract provisions or the RFP and its procurement provisions, objections shall be stated in the Transmittal Letter of the bidder's proposal.

## **V. BUDGET**

Vendor will submit a line item budget describing how funds will be utilized. Budget should include an amount per hour along with an estimation of time per activity. Modifications to the budget after the award must be approved by the Division of Public Health.

Applicants shall also describe any factors that may have an impact on the cost and should suggest a payment schedule contingent upon completion of the various tasks.

## **VI. GENERAL INSTRUCTIONS FOR SUBMISSION OF PROPOSALS**

### **1) Number of Copies Required**

Two (2) signed originals and six (6) copies of responses to this RFP shall be submitted to:

Mrs. Sandra Skelley, Procurement Administrator  
Division of Management Services  
Delaware Health and Social Services  
Main Administration Building  
Second Floor, Room 259  
1901 North duPont Highway  
New Castle, DE 19720

Proposals shall be typed, double-spaced, on 8-1/2 by 11 inch paper.

### **2) Closing Date**

All responses must be received no later than **February 2, 2009 at 11:00 a.m.** Later submission will be cause for disqualification.

### **3) Notification of Acceptance**

Notification of the Department's intent to enter into contract negotiations will be made in writing to all bidders.

#### 4) **Questions**

All questions concerning this Request for Proposal must be in writing and can be either mailed, faxed, or emailed to:

Nicole Quinn  
100 Sunnyside Road  
Smyrna, DE 19977  
State Mail Code N470  
Fax: 302-223-1724  
Email: nicole.quinn@state.de.us

Deadline for submission of all questions is December 30, 2008

Written responses will be faxed or emailed to bidders no later than January 12, 2009.

Please include your fax number and/or your email address with your request.

#### 5) **Amendments to Proposals**

Amendments to proposals will not be accepted after the deadline for proposal submission has passed. The State reserves the right at any time to request clarification and/or further technical information from any or all applicants submitting proposals.

#### 6) **Proposals Become State Property**

All proposals become the property of the State of Delaware and will not be returned to the bidders. The State will not divulge the specific contents of any proposal to the extent that the applicant(s) identity(ies) would be disclosed. This information is privileged and confidential.

#### 7) **Non-Interference Clause**

The awarding of this contract and all aspects of the awarded bidders contractual obligations, projects, literature, books, manuals, and any other relevant materials and work will automatically become property of the State of Delaware. The awarded bidder will not in any manner interfere or retain any information in relationship to the contractual obligations of said contract, at the time of the award or in the future tense.

#### 8) **Investigation of Bidder's Qualifications**

The Delaware Health and Social Services may make such investigation as it deems necessary to determine the ability of the bidder to furnish the required services, and the bidder shall furnish such data as the Department may request for this purpose.



**9) RFP and Final Contract**

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful bidder. If the bidder is unwilling to comply with any of the requirements, terms, and conditions of the RFP, objections must be clearly stated in the proposal. Objections will be considered and may be subject to negotiation at the discretion of the state.

**10) Proposal and Final Contract**

The contents of each proposal will be considered binding on the bidder and subject to subsequent contract confirmation if selected. The contents of the successful proposal will be included by reference in the resulting contract.

All prices, terms, and conditions contained in the proposal will remain fixed and valid for one (1) year after proposal due date.

**11) Cost of Proposal Preparation**

All costs for proposal preparation will be borne by the bidder.

**12) Proposed Timetable**

The Department's proposed schedule for reviewing proposals is outlined as follows:

<u><i>Activity</i></u>	<u><i>Date</i></u>
Bid Opening	February 2, 2009
Selection Process Begins	February 3, 2009
Vendor Selection (tentative)	February 10, 2009
Project Begins	April 1, 2009

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**13) Confidentiality and Debriefing**

The Procurement Administrator shall examine the proposal to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified in conjunction with the Attorney General's Office. After award of the contract, all responses, documents, and materials submitted by the offeror pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Director of Purchasing, under the laws of the State of Delaware. All data, documentation, and innovations developed as a result of these contractual services shall become the property of the State of Delaware. Based upon the public nature of these Professional Services (RFP) Proposals an

offeror must inform the state in writing, of the exact materials in the offer which CANNOT be made a part of the public record in accordance with Delaware's Freedom of Information Act, Title 29, Chapter 100 of the Delaware Code.

If a bidder wishes to request a debriefing, he must submit a formal letter to the Procurement Administrator, Herman M. Holloway Campus, Delaware Health and Social Services Main Building, 2nd Floor, Room 259, 1901 N. duPont Highway, New Castle, Delaware 19720 within 10 days after receipt of Notice of Award. The letter must specify reasons for the request.

## **VII. SELECTION PROCESS**

All proposals submitted in response to this RFP will be reviewed by an evaluation team composed of representatives of the Division of Public Health, Delaware Health and Social Services, and others as may be deemed appropriate by the Department. Each proposal will be independently reviewed and rated against review criteria. Selection will be based upon the recommendations of the review committee.

### **1) Proposal Evaluation Criteria**

The vendor will be selected through open competition and based on the review of proposals submitted in response to this request for proposals. A technical review panel will review all proposals utilizing the following criteria. A maximum of 100 points is possible.

<b><u>Category</u></b>	<b><u>Weight</u></b>
A) Meets mandatory RFP provisions	Pass/Fail
B) Understanding of the requirements and ability to provide service.	<b>50</b>
i) Qualifications of vendor	30
(1) Experience in Curriculum Development	15
(2) Experience In Emergency Management	10
(3) Reference list of previous jobs completed	5
ii) Specific detail of how each element of Scope of Services will be addressed	15
iii) Available resources	5
C) Methodology Proposed	<b>30</b>
i) services proposed fit needs as expressed in RFP	20

ii) Description of final product proposed	10
D) Adequacy of workplan & schedules	<b>15</b>
i) time line	5
ii) builds on existing work of the Division's planning efforts	10
E) Cost proposal	<b>5</b>
<b>TOTAL</b>	<b>100</b>

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Upon selection of a vendor, a Division of Public Health representative will enter into negotiations with the bidder to establish a contract.

## 2) **Project Costs and Proposed Scope of Service**

The Department reserves the right to award this project to a bidder other than the one with the lowest cost or to decide not to fund this project at all. Cost will be balanced against the score received by each bidder in the rating process. The State of Delaware reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

**APPENDIX A:**  
***BIDDERS SIGNATURE FORM***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**BIDDERS SIGNATURE FORM**

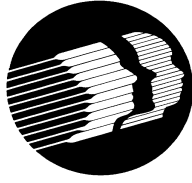
NAME OF BIDDER: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_  
TYPE IN NAME OF AUTHORIZED PERSON: \_\_\_\_\_  
TITLE OF AUTHORIZED PERSON: \_\_\_\_\_  
STREET NAME AND NUMBER: \_\_\_\_\_  
CITY, STATE, & ZIP CODE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_  
FAX NUMBER: \_\_\_\_\_  
DATE: \_\_\_\_\_  
BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: \_\_\_\_\_  
DELIVERY DAYS/COMPLETION TIME: \_\_\_\_\_  
F.O.B.: \_\_\_\_\_  
TERMS: \_\_\_\_\_

**THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:**

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) \_\_\_\_\_

HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.

**APPENDIX B:**  
***CERTIFICATION SHEET***



## **DELAWARE HEALTH AND SOCIAL SERVICES REQUEST FOR PROPOSAL**

### **CERTIFICATION SHEET**

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.

- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for profit corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services.
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all Specifications and special provisions.
- n. They (check one): \_\_\_\_\_ are; \_\_\_\_\_ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

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**Violations and Penalties:**

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.



- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

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Date

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Signature & Title of Official Representative

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Type Name of Official Representative

## **APPENDIX C**

### ***STATEMENTS OF COMPLIANCE FORM***



**DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL**

**STATEMENTS OF COMPLIANCE FORM**

As the official representative for the contractor, I certify on behalf of the agency that \_\_\_\_\_  
\_\_\_\_\_ (Company Name) will comply with all Federal and Delaware laws and regulations pertaining to equal employment opportunity and affirmative action. In addition, compliance will be assured in regard to Federal and Delaware laws and regulations relating to confidentiality and individual and family privacy in the collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX D**

***OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-  
CERTIFICATION TRACKING FORM***



**OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE  
SELF-CERTIFICATION TRACKING FORM**

**IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.**

COMPANY NAME \_\_\_\_\_

NAME OF AUTHORIZED REPRESENTATIVE (Please print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

TELEPHONE # \_\_\_\_\_

FAX # \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL EI# \_\_\_\_\_

STATE OF DE BUSINESS LIC# \_\_\_\_\_

Note: Signature of the authorized representative must be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation \_\_\_\_\_

Partnership \_\_\_\_\_ Individual \_\_\_\_\_

For appropriate certification (WBE), (MBE), (DBE) please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # \_\_\_\_\_ Certifying Agency \_\_\_\_\_

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC \_\_\_\_\_ MY COMMISSION EXPIRES \_\_\_\_\_

CITY OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ STATE OF \_\_\_\_\_

## **Definitions**

**The following definitions are from the State Office of Minority and Women Business Enterprise.**

### **Women Owned Business Enterprise (WBE):**

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

### **Minority Business Enterprise (MBE):**

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

## ***Corporation:***

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

### **Partnership:**

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

### **Individual:**

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561

## **APPENDIX E**

### *Contract Boilerplate*



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

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**DPH CONTRACT # \_\_\_\_\_  
BETWEEN  
THE DIVISION OF PUBLIC HEALTH,  
DELAWARE DEPARTMENT OF HEALTH & SOCIAL SERVICES,  
AND  
[Contractor]  
FOR  
[TYPE OF SERVICE]**

**A. Introduction**

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of \_\_\_\_\_ (Division) and \_\_\_\_\_ (the Contractor).
2. The Contract shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C. 1. of this Agreement.)

**B. Administrative Requirements**

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

a) Comprehensive General Liability                      \$1,000,000



and

	b) Medical/Professional Liability	\$1,000,000/ \$3,000,000
or	c) Misc. Errors and Omissions	\$1,000,000/\$3,000,000
or	d) Product Liability	\$1,000,000/\$3,000,000

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

e) Automotive Liability (Bodily Injury)	\$100,000/\$300,000
f) Automotive Property Damage (to others)	\$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.
5. The policies required under Paragraph B. 3. must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.
6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A. 2.
7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditations, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.

a) If a contractor is under the regulation of any Department entity and has been assessed Civil Money Penalties (CMPs), or a court has entered a civil judgment against a Contractor or vendor in a case in which DHSS or its agencies was a party, the Contractor or vendor is excluded from other DHSS contractual opportunities or is at risk of contract termination in whole, or in part, until penalties are paid in full or the entity is participating in a corrective action plan approved by the Department.

A corrective action plan must be submitted in writing and must respond to findings of non-compliance with Federal, State, and Department requirements. Corrective action plans must include timeframes for correcting deficiencies and must be approved, in writing, by the Department.

The Contractor will be afforded a thirty (30) day period to cure non-compliance with Section 8(a). If, in the sole judgment of the Department, the Contractor has not made satisfactory progress in curing the infraction(s) within the aforementioned thirty (30) days, then the Department may immediately terminate any and/or all active contracts.

9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:

a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,

b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,

c) by either party without cause upon thirty (30) calendar days written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested to the addresses listed below. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.

To the Division at:

Division of Public Health  
417 Federal Street  
Dover, DE 19901

Attn: Support Services Section

To the Contractor at:

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13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached Appendix \_\_\_\_.
17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the

Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.

19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$25,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its

Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C. Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ \_\_\_\_\_ in accordance with the budget presented in Appendix \_\_\_\_\_. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. The contractor or vendor must accept full payment by procurement (credit) card and or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.
4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.

6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B.14.

D. Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 3/11/05), and divisional procedures regarding the reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services, including providing testimony at any administrative proceedings arising from such investigations. The policy and procedures are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.
2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section

708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

4. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 40, and divisional procedures regarding conducting criminal background checks and handling adverse findings of the criminal background checks. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the title of the position(s) responsible for the PM40 process in the contractor's agency.
5. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 36 (PM #36, effective 9/24/2008), and divisional procedures regarding minimal requirements of contractors who are engaging in a contractual agreement to develop community based residential arrangements for those individuals served by Divisions within DHSS. This policy and procedure are included as Appendix \_\_\_\_\_ to this Contract. It is understood that adherence to this policy includes individuals/entities that enter into a contractual arrangement (*contractors*) with the DHSS/Division to develop a community based residential home(s) and apartment(s). Contractors shall be responsible for their subcontractors' adherence with this policy and related protocol(s) established by the applicable Division.
6. All Department campuses are tobacco-free. Contractors, their employees and sub-contractors are prohibited from using any tobacco products while on Department property. This prohibition extends to personal vehicles parked in Department parking lots.



E. Authorized Signatures:

For the Contractor:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the Department:

\_\_\_\_\_  
Vincent P. Meconi  
Secretary

\_\_\_\_\_  
Date

For the Division:

\_\_\_\_\_  
Jaime H. Rivera, MD, FAAP  
Director

\_\_\_\_\_  
Date

## **APPENDIX A**

### **DIVISION OF PUBLIC HEALTH REQUIREMENTS**

1. Funds received and expended under the contract must be recorded so as to permit the Division to audit and account for all contract expenditures in conformity with the terms, conditions, and provisions of this contract, and with all pertinent federal and state laws and regulations. The Division retains the right to approve this accounting system.
2. The Contractor shall recognize that no extra contractual services are approved unless specifically authorized in writing by the Division. Further, the Contractor shall recognize that any and all services performed outside the scope covered by this Contract and attached budgets will be deemed by the Division to be gratuitous and not subject to any financial reimbursement.
3. All products are expected to be free of misspellings and typos, as well as punctuation, grammatical and design errors. Acronyms should be avoided; when used, they should be spelled out on first reference with the acronym in parentheses after that reference. For example, 'Division of Public Health (DPH)' on first reference.
4. No part of any funds under this contract shall be used to pay the salary or expenses of any contractor or agent acting for the contractor, to engage in any activity (lobbying) designed to influence legislation or appropriations pending before the State Legislature and/or Congress.
5. The contractor agrees that, if defunding occurs, all equipment purchased with Division funds for \$1,000.00 or more and a useful life expectancy of one (1) year, will be returned to the Division within thirty (30) days.
6. Contractors receiving Federal funds must comply with all the requirements of the Federal Office of Management and Budget (OMB) Circular A-133, Audits of State, Local Governments, and Non-profit Organizations.

## APPENDIX B

### SERVICE AND BUDGET DESCRIPTION

1. Contractor: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

E.I. No.: \_\_\_\_\_

2. Division: \_\_\_\_\_

3. Service: \_\_\_\_\_

\_\_\_\_\_

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4. Total Payment shall not exceed \_\_\_\_\_.

5. Source of Contract Funding:

\_\_\_\_\_ Federal Funds (CFDA# \_\_\_\_\_ )

\_\_\_\_\_ State Funds

\_\_\_\_\_ Other Funds

\_\_\_\_\_ Combination of Funds

To be paid upon presentation of completed invoice and/or supporting documents (monthly), (quarterly), (semi-annually), (annually). Invoice must contain period of service, Vendor Invoice Number, Vendor EI Number, Contract Number, DPH Purchase Order Number and itemized description of the services provided to coincide with the contract deliverables. (See also Paragraph C.2. of the contract)